

Confirmation of Service Order Special Access/FCC2 - Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type:	Service Type: ☐ Base Rate Point-To-Point ☐ Fractional DS1-128		al DS1-128	⊠ DS1	Surcharge Exempt?
	☐ Base Rate Multi-Point ☐ Fractional DS1-256		DS3	☐ Yes ☐ No	
☐ Fractional DS1-384					
Order Type:	⊠ New ☐ Renewal	Conversion	☐ Upgrade (Faster speed; ex: DS0 to DS1)		
Existing Contract #:			Existing Circuit ID:		
Term Plan (months):	□ 12 □ 24 □ 36	□ 48 🖾 60	Requested Installation Date:		
Monthly Charges:				50.00	
Circuit Quantity:	1		# Multipoint Locations:		
Service Location #1:	111 W. Franklin Ave, Nape	erville, IL 60540	Service I		600 US Route 34 East, andwich, IL 60548
Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order. CUSTOMER SBC					
Authorized Customer Signature			Authorized SBC Signature		
Print Name and Title			Print Name and Title		
Date (12 (0)			Date		
APPS Communications			Walter Bradford		
Company Name			Sales Representative Name Sales Code: w440109		
10470 West 164 th Place Billing Address			SBC Company		
Orland Park, IL 60467			2000 West SBC Center Drive - 4B41F		
City, State and Zip Code			Street Address		
David Apps			Hoffman Estates, IL 60196		
Customer Contact			City, State and Zip Code		
708-403-9200			847-248-2105		
Customer Contact Phor	ne Number		hone Number		
Existing Billing Account Number (if applicable)			847-248-2703 Fax Number		

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February 2004



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This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") from SBC Illinois, \$BC Wisconsin, SBC Ohio, SBC Michigan, SBC Indiana ("SBC") based upon the service address location under a term plan according to prices, quantities, terms and conditions in the applicable SBC tariffs.

Rates Monthly Charges are based on term plan rates in effect in the applicable tariffs at the time Service is installed. During the term, rate decreases as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges in effect at the time service is installed for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved.

Term and Expiration The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates unless Customer renews the term plan or terminates Service prior to the expiration of the Service term. Upon renewal new Monthly Charges will be applied according to the rates in effect at the time of renewal.

Term Plan Change Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade Customer may upgrade Service to a higher speed DS1, DS3 or SONET Service or to the same or higher speed SONET Xpress Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination) for the term plan Customer would have completed² and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add the difference between NRCs Customer originally paid and NRCs for the term plan Customer would have completed³. Termination of the Service within the first 12 months will be subject to an additional charge which will be calculated as follows: Take 40 percent⁴ of the 12-month rate (in effect at the time of termination) and multiply by the number of months remaining in the first year of the term plan.

Assignment Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of SBC shall be void.

Liability The liability of SBC, its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorate amount of Monthly Charges for the time \$ervice was affected.

Tariffs In the event of conflict or discrepancy between provision's of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. The applicable tariffs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

I Monthly extension rates will apply for DS3 Service.

² If termination occurs within the first year, 12-month rates will apply.

³ If termination occurs within the first year, NRCs for the minimum service period will apply.

⁴ For DS3 Service 85 percent will apply.